CS No.51 of 2006.

13.12.2007 Present: Mr.Ankush Sood, Advocate, for the plaintiff.

Mr.R.K. Gautam, Senior Advocate with Mr.Naveen Bhardwaj, Advocate, for the defendants.

The plantiff has prayed for a decree:

(a) This Hon'ble Court may be please to pass a decree for specific performance against the defendants directing them to execute a registered sale deed and thereafter further directing them to hand over possession of the land comprising in Khata Khatauni No.21/23, Khasra No.235, measuring total land of 3 Bighas, 16 Biswas, as per the Jamabandi for the year 1999-2000, situated in Mauza and Village Baliana, Tehsil Nalagarh, in Hadbast No.202, Pargana Doon, for the share of 60/76 owned and possessed by the defendant No.1 total area measuring 3 Bighas as per agreement to sell dated 30.12,2005."

Learned counsel for the defendants submits that decree may be passed in terms of the prayer clause only for 2 Bighas and 16 Biswas of land. He submits that 4 Biswas of land in the extreme North-West side of the entire land adjacent to and touching the Kotla Road has since been sold. He submits that the defendants are ready and willing to transfer the remaining 2 Bighas and 16 Biswas of the suit land on payment of balance consideration which is now mutually agreed at of Rs.31,31,950/- (Rs.thirty one lac, thirty one thousand, nine hundred and fifty only), after deducting the proportionate consideration of 4 Biswas. This offer is acceptable to the plaintiff. This suit is accordingly decreed. A decree is passed directing the defendants:

(a) To execute a registered sale deed and to hand over possession of the remaining land comprising in Khata Khatauni

No.21/23, Khasra No.235, measuring 2 Bighas, 16 Biswas, as per Jamabandi for the year 1999-2000, situated in Mauza and Village Baliana, Tehsil Nalagarh, in Hadbast No.202, Pargana Doon, Tehsil Kasauli, District Solan.

(b) The balance sale consideration of Rs.31,31,950/- (Rs.thirty one lac, thirty one thousand, nine hundred and fifty only), will be paid to the defendants by the plaintiff or his authorized agent or assignee on or before ***29th February, 2008***. On receipt of the balance sale consideration, the defendants will hand over vacant and peaceful possession of 2 Bighas and 16 Biswas of the suit land agreed to be sold by the defendants to the plaintiff.

(c) Sale deed will be executed by the defendants within a period of seven days after payment of the entire sale consideration as detailed hereinbefore.

(d) It is clarified that in case the sale consideration is not paid as agreed to between the parties before the date fixed, the suit of the plaintiff shall be deemed to be dismissed.

(e) The non-performance of any of these conditions on account of impossibility will not render this compromise arrived at between the parties to be null and void.

The suit is disposed of in these terms. Let a decree be drawn up as per terms and conditions as stated above. Court fee, in accordance with law, be refunded to the plaintiff. No order as to costs.

December 13, 2007 **(Dev Darshan Sud),**
(aks) **Judge**